

WORLD INSTITUTE OF SURGICAL EXCELLENCE, LLC

Independent Executive Consultant Agreement

This agreement, entered into as of _____, 2012, (herein after referred to as "Agreement") by and between **WORLD INSTITUTE OF SURGICAL EXCELLENCE**, an International Business Corporation existing under the laws of the country of Costa Rica and whose US Headquarters and Registered Agent are located at:

450 East 96th Street, Suite 500, Indianapolis, Indiana 46240 - United States

(Hereinafter referred to as "**WISE**"), and

Name: _____

Street: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ - _____ - _____

(Hereinafter referred to as "**Consultant**")

Agreement will take effect and become binding to both parties upon **Consultant** properly executing the agreement and the subsequent execution by a duly authorized representative of **WISE**. At such time, Consultant and WISE agree to comply with and be legally bound by the terms of this Agreement.

Recital

WHEREAS, WISE is engaged in the business of a MEDICAL TOURISM FACILITATOR and related activities to consumers in North America seeking to travel abroad for health care treatment for a disease, ailment, condition, wellness or cosmetic procedure and who are seeking lower cost of care, higher quality of care, better access to care and / or different care than they could receive at home.

WHEREAS, Consultant and WISE desire to enter into a relationship, whereby Consultant will be appointed as an Independent Executive Consultant to promote the sale of WISE services in the geographical area herein limited and defined as the United States of America, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed upon as follows:

Section I - Term of Agreement Cancellation Provisions

Term: The term of this agreement is two (2) years from the date that this agreement is signed by a duly authorized representative of WISE and will automatically renew at the end of the second (2nd) year term unless either party exercises its right to terminate the agreement.

Cancellation: This agreement may be canceled by either party at any time. WISE or Consultant may cancel this agreement by providing the other party a thirty (30) day written notice of cancellation.

Revocation of Authority: Cancellation of this agreement revokes Consultant's authority to act on behalf of WISE with WISE clients, vendors, strategic partners, alliances must stop immediately and Consultant must also immediately stop soliciting new clients and communication with existing clients.

Cancellation for Cause: WISE reserves the right to cancel this agreement immediately for cause if Consultant willfully or through neglect fails to conform to any of the provisions of this agreement. Additionally WISE may cancel this agreement immediately for cause if consultant is convicted of a crime, files for bankruptcy protection, or is involved in civil or criminal litigation.

Section II -Definitions

For this Agreement each defined term shall have the meaning set out below:

- ◆ **WISE:** World Institute of Surgical Excellence, a Costa Rican International Business Corporation (IBC).
- ◆ **Consultant:** The undersigned WISE Independent Executive Consultant.
- ◆ **Health Care:** The prevention, treatment, management of illness and the preservation of physical, mental, wellness and dental well-being through the services of WISE.
- ◆ **Commission Value:** The commission earned by WISE from hospitals and health care providers for various health care treatment and services. (Usually around 15% of gross.)
- ◆ **Package Fee Program:** A proposal provided to a prospective WISE Client.
- ◆ **Qualifying Sale:** Client, who has fully paid for their Package Fee Program, received treatment and arrived home.
- ◆ **Foundational Performance Bonus:** Monthly bonus provided to a Consultant for meeting minimum performance levels.
- ◆ **Success Performance Level:** The level of performance that WISE considers reasonable and realistically expected from dedicated Consultants.
- ◆ **Value Performance Level:** An attainable stretch goal to provided consultant to offer a target to strive for that always leads to lavish rewards and promotion.

Performance Bonus Levels are re-evaluated by WISE from time to time and may change based upon market conditions.

Section III -Appointment

Appointment and Acceptance: WISE, by this Agreement, appoints Consultant and Consultant accepts the appointment to solicit, the sale of WISE services and such other services or products as may be added by WISE in the future.

Consultant Promises: In accepting this appointment Consultant promises to: (a) comply with any state or Federal law, statute, or regulation pertaining to the solicitation of WISE services, FAIR BUSINESS PRACTICES, privacy laws and practices such as - HIPAA or laws regarding transparency of WISE fee programs; (b) present proposals and Fee Package Programs provided by WISE in their approved formats, when dealing with current or prospective clients; (c) use only materials furnished through or approved by WISE; and (d) not collect any fees for any reason on behalf of WISE with the single exception of a certified cashier's check that you collect and remit to WISE or its designee within twenty-four (24) hours of receipt without commingling clients funds with Consultant's own money or property. (The usual and customary policy of WISE is to have WISE financial offices bill and collect ALL funds from clients. This allows WISE to make timely and proper reservations and arrangements for client's treatment.)

No Authority to Bind: Consultant will not, without the written consent of WISE, incur or attempt to incur any liability or expense on behalf nor will Consultant waive any condition of services rendered or waive, modify or reduce any fees or considerations committed or payable to WISE.

Section IV - Quick Start Bonus

Quick Start Bonus: WISE agrees to pay Consultant a \$500.00 U.S. Quick Start Training Bonus upon receipt of the tenth (10th) qualified fully completed sale made by Consultant to clients who contract with WISE for services. WISE agrees to pay the Quick Start Bonus within ten (10) business days once the Client is the tenth (10th) completed sale and arrives home after receiving WISE services.

The quick start training bonus is separate and in addition to any other compensation, award, commission or bonus earned by Consultant marketing WISE services.

Section V - Compensation

Weekly Distribution: WISE agrees to pay Consultant weekly twenty percent (20%) of the commission value (CV) for each treatment or procedure provided by WISE to a Client sold by Consultant. WISE will disburse each week on Wednesday to Consultant commission for any patient arriving home by Friday of the previous week.

Monthly Foundational Performance Bonus: WISE agrees to pay Consultant a monthly bonus of an additional five percent (5%) of commission value (CV) for each treatment or procedure provided by WISE to a Client sold by Consultant in any calendar month as long as Consultant meets a Foundational Level of Performance of selling minimum of 5 fully completed sales for the month. WISE will disburse the Monthly Foundational Performance Bonus on the fifteenth (15th) of each month for qualifying sales from the previous month. Should the fifteenth (15th) of any month not fall on a business day (Monday-Friday excluding holidays) the Monthly Foundational Performance Bonus will be disbursed on the next business day following the fifteenth (15th).

Success Performance Bonus: The Consultant will be supplied by WISE the sales performance level that it feels is reasonable and realistically expects Consultant to achieve. This performance level is labeled SUCCESS PERFORMANCE LEVEL as WISE anticipates that all Consultants appointed have a reasonable chance to be successful in the WISE-Consultant relationship. The Success Performance level for all new Consultants appointed by WISE is fifty (50) qualifying sales per month. The first month that Consultant achieves SUCCESS PERFORMANCE, Consultant will receive as bonus separate from any other compensation, commission, bonus, award, the honorary **"PURA VIDA" DISTINCTIVE CHAMPIONS BLUE JACKET**. In advance of the receipt, the Consultant must sign an agreement for the care and keeping of the official blue sports coat with WISE Logo and brass buttons which must only be worn at official WISE events and while conducting WISE business.

Continued Success Bonus: After the first month of achieving SUCCESS PERFORMANCE, any and every month that the Consultant reaches or exceeds SUCCESS PERFORMANCE LEVEL Consultant will receive a plaque honoring their successful performance for that month.

Continued Success Performance Bonus: Should the Consultant reach SUCCESS PERFORMANCE LEVEL any three (3) consecutive months, the Consultant will also receive from WISE as a CONTINUED SUCCESS PERFORMANCE BONUS a three (3) day all-expense paid trip to Costa Rica including airfare, lodging and a dinner with a member of the WISE Executive Management Team as attainment of SUCCESS PERFORMANCE LEVEL is what WISE anticipates to be a reasonable and realistic achievement for the efforts of a Consultant, it is expected that most Consultants will enjoy four (4) all-expense paid three (3) day weekend vacations per year in Costa Rica.

Valued Performance Bonus: Each Consultant will be provided a VALUE PERFORMANCE LEVEL by WISE. The VALUE PERFORMANCE LEVEL is designed to provide the Consultant with an attainable stretch goal and target to strive toward. The VALUE PERFORMANCE LEVEL for all new Consultants appointed by WISE is one-hundred (100) qualifying sales per month. The first month that Consultant achieves VALUED PERFORMANCE LEVEL, Consultant will receive as bonus separate from any other compensation, commission, and bonus or award the honorary **"INNER CIRCLE" OFFICIAL CHAMPIONSHIP BLUE SAFFIRE AWARD RING**.

In addition to the receipt of the **"INNER CIRCLE" OFFICIAL CHAMPIONSHIP BLUE SAFFIRE AWARD RING**, Consultant will receive an offer of promotion to "WISE Partner Status". Should the offer be accepted by Consultant, Consultant will immediately be elevated to WISE Partnership status consistent with the terms and conditions of the WISE Independent Marketing Agent and Strategic Alliance Agreement.

Section VI -Independent Contractor

No Employer-Employee Relationship: Consultant is for the purpose of this Agreement, an Independent Contractor. Nothing in this Agreement is intended to nor does it create an employer-employee partnership or joint venture relationship between Consultant and WISE. Consultant agrees that Consultant is an Independent Contractor and Consultant will not take a position contrary to that of being an Independent Contractor.

Manner and Means of Work: Consultant, as an Independent Contractor is free from direction and control as to the material details of Consultant's work. Consultant will decide when, where, and the

manner and means of conducting Consultant's duties under this Agreement, including setting Consultant's own business hours and days of work.

Responsibilities as an Independent Contractor: Consultant is responsible for and shall pay all general and overhead expenses and transportation costs related to Consultant's pursuit of the fulfillment of this Agreement. Consultant is responsible for and shall pay all fees resulting from Consultant's Independent Contractor status, including but not limited to, state and Federal income taxes, self-employment tax (Social Security), workers' compensation insurance, and unemployment taxes or assessments. Consultant will receive an IRS Form 1099 reflecting annual amounts paid to Consultant hereunder. Consultant is responsible for and shall pay all taxes, duties, assessment and other governmental charges, now or in the future, related to carrying out Consultant's obligations under this Agreement on any amounts paid to Consultant by WISE. Consultant agrees to be bound by the duties and responsibilities placed on Consultant by Federal and state laws, codes, statutes, and regulations as an Independent Contractor.

Section VII -Compliance

Ethics: Consultant agrees to review, sign and uphold the WISE Hippocratic Oath attached hereto as Schedule A and WISE Code of Ethics attached hereto as Schedule B.

Training: Consultant agrees to receive and/or participate in training with respect to WISE products and services available to prospective clients of WISE, and to satisfactorily complete any web-based examination of product and service knowledge. Consultant understands that failing to satisfactorily complete any web-based examination of a WISE product or service could result in WISE suspending the Consultant's ability to market that particular service or product.

Presentations: At the beginning of any solicitation of a prospective WISE client, Consultant agrees to inform client that Consultant is an Executive Consultant representing WISE. Consultant agrees to make no misleading or deceptive statements to prospective clients and Consultant will provide to any prospective client only the company provided materials that explain the benefits of WISE products and services.

Advertising: Consultant will request and obtain approval from WISE or its designee prior to distributing ANY piece of Advertising Material of any kind or nature whatsoever to ensure that such advertising is in compliance with the law and policy and procedures of WISE. "Advertising Material" includes printed materials, broadcast scripts, web site content and all other forms of communication in any medium. The contents of any website used by Consultant in the promotion and marketing of WISE services will be subject to pre-approval by WISE. Any modification of such material shall also be subject to pre-approval by WISE. On any approved advertising that Consultant uses, Consultant will affix the compliance code obtained from WISE or its designee and the effective date of the advertising approved, which approval shall expire one (1) year from the date of approval or sooner if notified by WISE.

Unfair or Deceptive Practices: Consultant agree that Consultant will not engage in any unfair or deceptive trade practices as defined under applicable laws or any conduct that might cause damage to the goodwill and/or business reputation of WISE.

Complaints: Consultant will notify WISE promptly of any complaint from a WISE client, vendor or from any governmental or non-governmental entity. WISE may request Consultant cooperation in responding to a complaint of a WISE Client or prospective Client. Consultant agrees to provide cooperation and assistance to WISE in connection with the inquiry or complaint in a timely manner. If Consultant receives any such inquiry or complaint or are named as a party to a lawsuit, Consultant will promptly notify WISE and provide all relevant information to WISE.

Section VIII -Dispute Resolution

Early Conference Resolution: This Agreement is understood to be clear and enforceable as written and is executed by both parties on that basis. However, Consultant understands that if Consultant should later challenge any provision of this Agreement as unclear or unenforceable, or if Consultant should seek to challenge WISE's performance of the Agreement either during or after the termination of this Agreement, Consultant agrees to first notify WISE in writing and meet with a WISE representative and a certified, neutral mediator (if WISE elects to retain one at its own expense) to discuss resolution of any disputes between the Parties. Consultant agrees to provide this notification prior to initiating any formal complaint or proceeding with a court of law, administrative agency or any other regulatory body. All rights of both parties will be preserved if the Early Resolution Conference requirement is complied with even if no agreement is reached in the conference.

Arbitration: In the event no agreement is reached in the Early Resolution Conference, WISE and Consultant agree that in the event of any legal dispute between us or our representatives concerning this Agreement of Consultant's or our legal rights arising from or relating to the contractual relationship between WISE and Consultant, the parties shall submit their dispute to binding arbitration; provided, however, that WISE may, at any time, pursue the preliminary remedies specifically provided for below in a court of law and thereafter require arbitration of all remaining issues of final relief. This arbitration agreement is governed by the US Federal Arbitration Act. The American Arbitration Association, or other mutually agreeable arbitration service, will conduct the Arbitration. At the request of either Party, the arbitrator(s) shall be duly licensed to practice law in the State of Indiana. Either Party may pursue a motion for summary judgment from the arbitrator(s) under the Federal standard. Each Party will be allowed at least one deposition. The arbitrator(s) shall be required to state in a written opinion all facts and conclusions of law relied upon to support any decision rendered. No arbitrator will have authority to render a decision that contains an outcome determinative error of state or Federal law, or to fashion a cause of action or remedy not otherwise provided for under applicable state or Federal law. Any dispute over whether the arbitrator(s) authority has been exceeded will be resolved by summary judgment in a court of law. In all other respects, the arbitration process will be conducted in accordance with the American Arbitration Association's commercial arbitration rules or other mutually agreeable arbitration service rules. All proceedings shall be conducted in Marion County, Indiana, San Jose, Costa Rica or another mutually agreeable site. The duty to arbitrate described above shall survive the termination of this Agreement. The arbitration decision will be enforceable through a judgment to be entered in a court of competent jurisdiction upon the motion of either Party. Unless otherwise provided for in this Agreement, the Parties hereby waive trial in a court of law or by jury. All other rights, remedies, time limitations and defenses allowed by law remain in effect.

Injunctive Relief: Without limiting the generality of the foregoing, by executing this Agreement

Consultant agrees that it is impossible to measure in money the damages which may accrue to WISE if Consultant breaches or threatens to breach any of the covenants, agreements or obligations set forth in this Agreement. Accordingly, if any action or proceeding is commenced on behalf of WISE to enforce any for the provisions contained in this Agreement, Consultant understands and agrees that WISE would not have an adequate remedy at law or would be irreparably injured by such breach or threatened breach and that WISE would be entitled to injunctive relief to enforce the provisions of this Agreement. In any such action or proceeding or in any suit filed, unless otherwise provided by law, Consultant shall pay all of WISE's reasonable attorney's fees, expenses, and costs incurred in connection therewith.

Section IX -Restrictions, Prohibited Activities, Penalties

Prohibited Activities: While this Agreement is in effect or after its termination, Consultant shall not: (a) reveal, except in the course of carrying out Consultant duties under this Agreement, the name, identity, address or telephone number of any WISE Client or (b) do anything to damage the good will or business reputation of WISE.

Confidentiality: Consultant agrees that in carrying out Consultant's obligations under this Agreement Consultant will come into possession of confidential or proprietary information of WISE and Associations including, but not limited to training materials, and product information ("Confidential Information"). Consultant agrees that Consultant will not reproduce or alter any Confidential Information. Consultant further agrees that Consultant will not use or disclose any Confidential Information except as required to perform Consultant's duties hereunder or if required by state or Federal law. Consultant further agrees that upon the termination of this Agreement for any reason, Consultant will return all Confidential Information in Consultant's possession or under Consultant's control to WISE.

Non-Competition: Consultant agrees that upon termination of this agreement that Consultant will not compete with WISE for a period of two (2) years. Competition is understood by Consultant to mean Consultant will not own as a principle, work for as an employee, represent as an agent, or receive any form of compensation with any business that solicits American citizens to travel abroad to receive healthcare. Consultant agrees that upon cancellation of this contract and for a two (2) year period thereafter that Consultant will not contact any WISE client, vendor, strategic alliance, or health care provider.

Consultant agrees to forfeit to WISE one-hundred percent (100%) of all revenue gained by competition with WISE within the two (2) year protection period and agrees to pay liquidated damages to WISE in the amount of one-thousand (\$1,000.00) U.S. dollars for any violation of the covenant not to compete contained in this paragraph.

This non-compete provision does not apply if the contract is terminated due to WISE violating the terms and conditions of this agreement.

Section X -Amendment & Miscellaneous Provisions

Audit Rights: WISE, itself or by its agents, shall have the right, on reasonable written notice, during

regular business hours and at WISE's expense, to review and audit Consultant books and records relating to Consultant's obligations hereunder. WISE shall reimburse Consultant for expenses incurred by Consultant in assisting WISE in such review and audit. The provisions of this Section (1) shall survive for a period of two (2) years after any termination of this Contact by either Party and for any reason.

Entire Agreement Amendments: This Agreement sets forth the entire agreement and understanding between Consultant and WISE with respect to the matters set forth herein and supersedes any and all prior written or oral discussions, negotiations, proposals, agreements, arrangements and understandings among Consultant and WISE relating hereto. The provisions of this Agreement may not be modified, changed, amended or rescinded in any manner except by a written instrument signed by Consultant and by a duly authorized representative of WISE.

No Assignment: This Agreement shall be binding upon and inure to the benefit of Consultant and WISE and our respective successors and assigns. Notwithstanding the foregoing, no assignment of any rights or obligations shall be made by Consultant without the written consent of WISE.

Waivers: The failure of either Consultant or WISE at any time to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same or any other provision. No waiver by Consultant or WISE of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing, and no waiver in anyone or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

Severability: If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

Interpretation: The headings preceding the text of provisions included in this Agreement are for convenience only and shall neither be deemed part of this Agreement nor be given any effect in interpreting this Agreement. The use of the masculine, feminine or neuter gender herein shall not limit any provision of this Agreement. The use of the terms "including" or "include" shall in all cases herein mean "including, without limitation" or "include, without limitation," respectively. Consultant and WISE have jointly participated in the negotiation and drafting of this Agreement. In the event of any ambiguity or if a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by Consultant and WISE and no presumption or burden of proof shall arise favoring either of us by virtue of the authorship of any provisions of this Agreement.

Notices: Any notice, request, instruction or other communication to be given hereunder by Consultant or by WISE shall be in writing and shall be deemed to have been given, (a) when received if given in person or by a messenger or courier service, (b) on the date of confirmed transmission if sent by facsimile or other wire transmission or (c) three (3) Business Days after being deposited in the U.S. mail, certified or registered, postage prepaid, addressed if to Consultant at the address or facsimile number set forth below and if to WISE to the attention of the Corporate Secretary at the address or facsimile number set forth at the beginning of this Agreement, or to such other address or

facsimile number as the intended recipient may designate for itself by notice given as herein provided.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without reference to its choice of law rules. Consultant and WISE each irrevocably agree that any legal action or proceeding under, arising out of or in any manner relating to this Agreement shall be brought in state or Federal court in Marion County, Indiana and Consultant and WISE each hereby assents and submits to the personal jurisdiction by such courts in any such action or proceeding.

Inability to Perform: In the event Consultant or WISE should be prevented from completing performance, in whole or in part, of any obligation hereunder by any act of God or any other occurrence which is beyond the control of the Parties hereto, the Party so prevented shall be excused from the applicable performance to the extent appropriate.

Indemnification and Hold Harmless: Consultant agrees to indemnify and hold harmless WISE for all costs, expenses, and attorney fees the WISE Indemnified Parties may incur in recovering from Consultant any property or indebtedness belonging to or due a WISE Indemnified party. Consultant agrees to indemnify and hold harmless the WISE Indemnified Parties for any claim, loss, expense, cost or liability, which the WISE Indemnified Parties may incur resulting from Consultant's breach of this Agreement, or violation of any law or regulation or failure to comply with any court order.

It is agreed and understood between WISE and Consultant that Consultant's Agreement does not, and is not intended to give WISE the power or right to control the material details of the work Consultant performs in connection with Consultant's Agreement. As an Independent Contractor and, as intended by Consultant's Agreement and by the Parties hereto, Consultant has the sole and exclusive power and right to control the details of Consultant's work.

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

Independent Executive Consultant

Signature

Printed

Date

World Institute of Surgical Excellence

Anthony C. King

Executive Vice President / VP of Sales North America